

! WARNING Before playing this game, read the Xbox 360° console, Xbox 360 Kinect° Sensor, and accessory manuals for important safety and health information. www.xbox.com/support.

Important Health Warning: Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.

Similaring

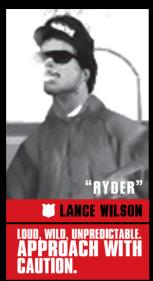
02	MOST WANTED
03	CONTROLS
05	TRAVEL SERVICES
07	FACTS + ACCOMMODATION
10	HOSPITAL + PERSONAL SAFETY SERVICES
13	MONEY + SHOPPING
14	GAMBLING
16	SPORT + EATING OUT
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60 WOST WANTED

XBOX 360 CONSOLE CONTROLLER CONFIGURATIONS

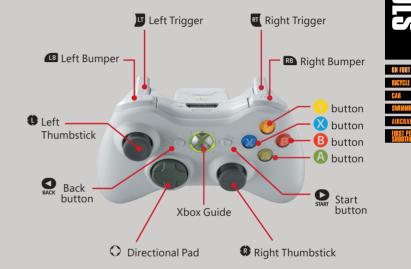


JUST ARRIVED FROM LIBERTY CITY. IS KNOWN TO CHANGE APPEARANCE.









C	CONTROLS: ON FOOT			
Y	ENTER PICK I	VEHICLE/ACTIVATE MINI GAME/ JP OBJECT	R	CAMERA MOVEMENT
B	ATTA	K/FIRE WEAPON	€	LOOK BEHIND (CLICK RIGHT THUMBSTICK)
A	SECO	IDARY ATTACK	0	CHARACTER MOVEMENT
A	HOLD	RUN	()	CROUCH (CLICK LEFT THUMBSTICK)
X	JUMP	/CLIMB/BLOCK	1	GANG ACTIVE MODE (FOLLOW)
LB	CYCLI	WEAPON (LEFT)	+	GANG DISMISS/GANG PASSIVE MODE (WAIT)
RB	CYCLI	WEAPON (RIGHT)	•	TALK NEGATIVE RESPONSE
RT	TARG	ET	+	GANG RECRUIT/TALK POSITIVE RESPONSE/ VIEW STATS
BACK	CHAN	GE CAMERA PERSPECTIVE	START	PAUSE/MAP MENU
LT	RIIV	POPERTY/ANSWER AND HANGLE	PHONE.	ENTER CAMERA/EIRE WEARON

AIRCRAFT

BRAKE

BUNNYHOP

PAUSE/MAP MENU

CAMERA MOVEMENT

CHARACTER MOVEMENT

CAR STEERING/CAMERA

CYCLE RADIO STATIONS

CYCLE RADIO STATIONS

PAUSE MENU

HAND BRAKE

PLAYER MOVEMENT

CAMERA MOVEMENT

PAUSE/MAP MENU

IOVER/HORN CLICK LEFT THUMBSTICK)

TRIGGER VEHICLE SUB-MISSION

CHANGE CAMERA PERSPECTIVE

CHANGE CAMERA PERSPECTIVE

REVERSE

LOOK RIGHT LOOK LEFT

CONTROLS: IN VEHICLE

LB + RB LOOK BEHIND

CAR WEAPON/NITROUS

EXIT VEHICLE

ACCELERATE

LB + RB LOOK BEHIND

LOOK LEFT

LOOK RIGHT

BRAKE/REVERSE

OSAN ANDREAS

is one of the country's most diverse visitor destinations, known for its huge size and incredible variety. Although justly celebrated for its 3 wildly different main cities each with its own style and attractions to offer - Los Santos with its celebrities and sprawling ghettos, San Fierro with its eclectic artist community, and Las Venturas with the alitz and glamour of casinos - it has so much more beyond that; such as mountains, ahost towns, dense forests and hot. dry deserts. Take time to visit the whole state and support local businesses.

AIRPORTS

Need to put some distance between you and your associates? The fastest way out of town is by plane from your nearest airport. There are 3 airports in the San Andreas area, don't expect them to take air miles.



LOS SANTOS AIRPORT

LSX is now the fourth busiest airport in the world. The airport is made up of five gates that are connected by a U-shaped two-level main terminal.



SAN FIERRO AIRPORT

This airport is bordered by the San Fierro Bay and provides a spectacular aerial view of the Gant Bridge as you take off.



LAS VENTURAS AIRPORT

Literally minutes away from the Las Venturas strip, you won't have to wait long to try your hand at the tables.





DJ: FORTH RIGHT MC: CHUCK D Imaging voice, special guest star: Pat Garrett Imaging production: Jonathan Hanst

RAIL SERVICE

NIGHTLIFE

HOSPITALS

MONEY

SHOPPING

GAMBLING

SPORTS

EATING OUT

ACCOMMODATION

PERSONAL SAFETY

KOOL G RAP & DJ POLO • ROAD TO THE Riches **BIG DADDY KANE • WARM IT UP KANE** SPOONIE GEE • THE GODFATHER

MASTA ACE • ME & THE BIZ SLICK RICK • CHILDREN'S STORY

PUBLIC ENEMY • REBEL WITHOUT A PAUSE ERIC B. & RAKIM • I KNOW YOU GOT SOUL

ROB BASE & DJ EZ ROCK • IT TAKES TWO

BIZ MARKIE • THE VAPORS

BRAND NUBIAN - BRAND NUBIAN

GANG STARR • B.Y.S.

DRIVE-THRU Confessions T PARK N' PRAY

TROLS: SWIMMING

SWIM

NTROLS: AIRCRAFT

ENTER VEHICLE

THRUST/ASCEND

PAUSE/MAP MENU

TURRET/CAMERA

PRIMARY WEAPON PITCH/ROLL

HOVER

REVERSE THRUST/DESCEND

DIVE UNDERWATER

TURRET CONTROL, MANUAL CAMERA, CHANGE CINEMATIC CAMERA





















RUDDER LEFT

SHOOT ZOOM IN

ZOOM OUT

(RELEASE TO RETURN TO NORMAL CONTROL) DUCK (CLICK LEFT THUMBSTICK)

MOVE SCOPE

05

NOW ON SALE AT YOUR LOCAL VINYL COUNTDOWN









RAIL SERVICES



Afraid to fly? Don't miss out on the breathtaking landscapes of San Andreas. Don't wait call now to hear our special package deals. Go for the brown.

BROWN STREAK RAILROAD

Come see the great state of San Andreas the old fashioned, (slow) way: by rail. Train stations are located throughout the great state of San Andreas, see map for your local station.

BBB TRAVEL TIPS

HEN PLANNING A ROAD TRIP, KNOW YOUR ROUTE. IT HELPS TO PLOT YOUR COURSE ON A MAP.

PRESS THE START BUTTON , THEN PRESS THE 🤶 BUTTON. ZOOM IN/OUT WITH THE RB. AND 📧 BUTTONS. MOVE THE TARGET ON THE MAP AND DROP

A NAVIGATIONAL WAY POINT NEAR YOUR. INATION WITH THE A BUTTON. IT WILL APPEAR ON THE RADAR.

MAKE SURE YOUR CAR IS



Although there is an array of glitzy hotels in Las Venturas offering the best that money can buy, if you have relations that live locally it's a good idea to stay with them when you first arrive in the Los Santos area. Or ask loyal friends to help you secure lodging





DJ: JULIO G AS HIMSELF Imaging voices, special guest stars: Black dee and nina siemaszko Imaging production: DJ pooh and lazlow

* CURRENT PLAYLIST

ON'S MOST WANTED • HOOD TOOK ME UNDER ritten by Michael Bryant / Courtesy of Epic Records

DR. DRE • NOTHIN' BUT A "G" THANG

ten by Otha Leon Haywood, Frederick Douglas Knight, & Calvin adus / Courtesy of Death Row Records

IWA - ALWAYZ INTO SOMETHIN'

BE • CHECK YO SELF (THE MESSAGE

KID FROST • LA RAZA

PRESS HILL • HOW I COULD JUST KILL A MAN

DR. DRE • FUCK WIT DRE DAY

THE D.O.C. • IT'S FUNKY ENOUGH

CE CUBE • IT WAS A GOOD DAY

EAZY E • EAZY-ER SAID THAN DUNN

OVE THE LAW • MURDER RAP

DR. DRE • DEEP COVER

DA LENCH MOB • GUERILLAS IN THA MIST

SAN ANDREAS

AIRPORTS

HOSPITALS PERSONAL SAFETY

MONEY SHOPPING

GAMBLING SPORTS

EATING OUT



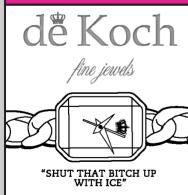


You won't be stuck for something to do at night in San Andreas no matter where you are. We recommend The Pia Pen.



They're here to cater to your entertainment needs. Private parties are welcome.

Los Santos, San Andreas



Dix Rd Los Santos, San Andreas



* CURRENT PLAYLIST

DJ: THE FUNKTIPUS : GEORGE CLINTON
IMAGING VOICES: SPECIAL GUEST STARS: BLACK DEF AND NINA SIEMASZKO
IMAGING PRODUCTION: LAZLOW

ZAPP • I CAN MAKE YOU DANCE

OOL & THE GANG • HOLLYWOOD SWINGIN'

OHIO PLAYERS • LOVE ROLLERCOASTER

RICK JAMES - COLD BLOODED

MAZE • TWILIGHT

by Frankie Reverly / Courtesy of Capitol Records

THE ISLEY BROTHERS • BETWEEN THE SHEETS

RONNIE HUDSON • WEST COAST POPLOCK

Written by Larry Troutman, Roger Troutman, Mikel H & Ronald Goss Hudson / Courtesy of JDC Records

AKESIDE • FANTASTIC VOYAGE

GEORGE CLINTON . LOOPZILLA

DAZZ BAND • LET IT WHIP

CAMEO • CANDY

MFSB • LOVE IS THE MESSAGE

Written by Gamble & Huff / Courtesy of Warner Tamerlane & Sony

OHIO PLAYERS • FUNKY WORM

JOHNNY HARRIS • ODYSSEY



Hannibal Liquor

Beer, Spirits, and Tobacco



Supporting your habits for over 15 years.



Need a fresh paint job for that old ride? Bodywork done too. for rock bottom prices!



Do you have something so vile that even the trash collector won't pick it up?

Call us...we'll dump your load.





* CURRENT PLAYLIST

IERRY REED • AMOS MOSES

CONWAY TWITTY & LORETTA LYNN • Louisiana woman. Mississippi man

ANK WILLIAMS • HEY GOOD LOOKIN

UICE NEWTON • QUEEN OF HEARTS STATLER BROTHERS • NEW YORK CITY

ASLEEP AT THE WHEEL • THE LETTER THAT
JOHNNY WALKER READ

HE DESERT ROSE BAND • ONE STEP FORWARD

VILLIE NELSON • CRAZY

PATSY CLINE • THREE CIGARETTES IN THE ASHTRAY

TATLER BROTHERS • BED OF ROSES

ICKEY GILLEY • MAKE THE WORLD GO AWAY

ED BRUCE • MAMMAS DON'T LET YOUR Babies grow up to be cowboys

IERLE HAGGARD • ALWAYS WANTING YOU VHITEY SHAFER • MY EXES LIVE IN TEXAS

DDIE RABBIT • I LOVE A RAINY NIGHT



RESTAURANTS

LOCAL BADE

HOTELS

CASINOS

SERVICES

AIRPORTS

NICHTLIFE

SHOPPING

GAMBLING

SPORTS

EATING OUT

PIRSONA.

RAIL SERVICE

ACCOMMODATION



JOHN B. WELLS

* CURRENT PLAYLIST

SLOW RIDE

• GREEN RIVER

BARRACUDA

STRUTTER

HOLD THE LINE

• YOUNG TURKS

E • GET DOWN TO IT

NK RAILROAD • SOME KIND OF

WONDERFUL

YRD • FREE BIRD

• A HORSE WITH NO NAME

• EMINENCE FRONT

- SMOKIN'

SOMEBODY UP THERE LIKES ME

• TWO TICKETS TO PARADISE

L • WHITE WEDDING

HOSPITALS



If you spend enough time on the streets of San Andreas, sooner or later you are going to wake up in a hospital! Check out the map to find the one closest to where you are.



PERSONAL



There isn't a neighborhood in the entire state of San Andreas that we would categorize as 'safe,' so we recommend carrying a weapon at all times. Actually 2 is better. Visit the local Ammu-Nation superstore (see map for details) soon after arrival for firearm supplies.





NO RECORD NO WORRIES™

LOS SANTOS, SAN ANDREAS













ALWAYS WANTED TO HAVE SOME KUNG FU MOVES AT YOUR DISPOSAL, JUST IN CASE?

Come on down to Cobra Marital Arts in San Fierro. We've got the best Sensei this side of Chinatown. Defeat one mano y mano and he'll teach you some ass kicking moves.



DJ: DJ HANS OBERLANDER: LLOYD FLOYD IMAGING VOICE, SPECIAL GUEST STAR: JEN SWEENEY
IMAGING PRODUCTION: LAZLOW

* CURRENT PLAYLIST

• MAKE MY BODY ROCK

808 STATE • PACIFIC
Written by Andrew Edward Barker, Graham Vernon Massey, & Darrer

Written by Andrew Edward orables, Labrain Vendon Massay, & Darlett Edward Prize / Courtey of ZTI Records

THE TODD TERRY PROJECT - WEEKEND

Written by James J. Calaway & Leroy O'Neil Jackson Jr. / Courtesy of Warlock Records

NIGHTWRITERS - LET THE MUSIC (USE YOU)

MARSHALL JEFFERSON • MOVE YOUR BODY
Written by Marshall Jefferson / Courtesy of Casablanca Trax RICE • THIS IS ACID Written by Lamar H. Malone & Willie L. Townsell / Courtesy of

IR. FINGERS • CAN YOU FEEL IT? Written by Larry Heard / Courtesy of Casablanca Trax

A GUY CALLED GERALD • VOODOO RAY
Written by Gerald Rydell Simpson / Courtesy of A Guy Called Gerald

CULTURAL VIBE • MA FOOM BEY
Written by Edward J. Davis & Winston Michael Jones / Courtesy of East

CE CE ROGERS • SOMEDAY
Written by Marshall Jefferson / Courtesy of Atlantic Recording Corp. ROBERT OWENS • I'LL BE YOUR FRIEND Written by Robert J. Owens, David Morales, & Satoshi Tomile.

FRANKIE KNUCKLES • YOUR LOVE Written by Frankie Knuckles and Bryan Walton / Courtesy of

JOE SMOOTH • PROMISED LAND
Written by Joseph Welbon / Courtesy of Casablanca Trax
28th Street Crew • I Need A Rhyth BTH STREET CREW • I NEED A RHYTHM itten by Robert Manuel Clivilles & David Byron Cole / Courtesy of

E • BREAK 4 LOVE lason / Courtesy of Columbia Records

T • THE MORNING AFTER



AUTOMOTIVE

CASINOS CLOTHING

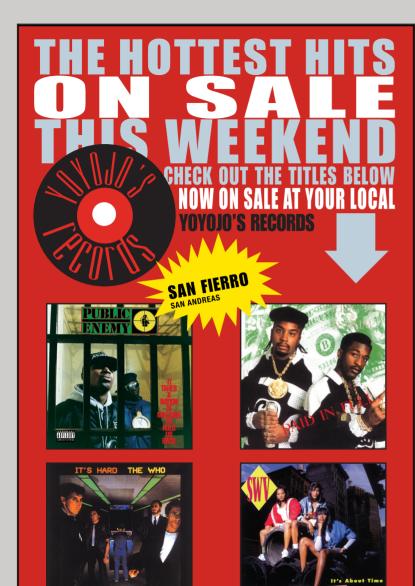
HOTELS JEWELRY

RECORD STO

RESTAURANT SERVICES

SPORTS

11





MONEY

San Andreas is the epitome of consumer society; there's always something new to buy, spending money feels good, you need to spend money to look good and having the latest gear can be pretty important to those around you. Just remember though money isn't everything and some things like respect, can only be earned, not bought. The following credit cards are well reputed throughout the state but generally most people prefer cash.











SHOPPING



So many shops so little time. Whether it's the luxury brands like Didier Sachs found in the exclusive stores of Rodeo Drive or a cheap and cheerful no-brand sweatshirt from Binco that you are after, San Andreas has something for everyone, just bring your wallet. Packed with major name brand stores, huge malls and boutique stores, San Andreas is a shopper's paradise.

• See Map for details.



"THE STYLE WITHOUT PAYING AN ARM 'N' LEG"



LL PETERS: LOWELL "SLY" DUNBAR ROBERT "ROBBIE" SHAKESPEARE Special Guest Stars: DJ Gringo And Pat McKay JAY WRIGHT PRODUCTIONS

* CURRENT PLAYLIST

• WICKED INNA BED

• BATTY RIDER

AUGUSTUS PARLO • KING TUBBY MEETS THE

REVOLUTION

• ARMAGIDEON <u>Time</u>

• SIDEWALK KILLER

S • FUNKY KINGSTON

COCAINE IN MY BRAIN

PRESSURE DROP

BAM BAM

Y • HERE I COME

• DRUM PAN SOUND

 GREAT TRAIN ROBBERY & THE UPSETTERS - CHASE THE

Rainford Hugh Perry & Maxie Smith / Courtesy of



AIRPORTS RAIL SERVICE

ACCOMMODATION NIGHTLIFE

HOSPITALS

PERSONAL SAFETY MONEY

SHOPPING GAMBLING

SPORTS EATING OUT PERSONAL Grooming

13



DJ: PHILIP 'PM' MICHAELS: MICHAEL BIVINS IMAGING VOICES, SPECIAL GUEST STARS: JAY WRIGHT Danita Davis, Ron Mills, Vanessa Grullon LEROY JOHNSON
IMAGING PRODUCTION: JAY WRIGHT PRODUCTIONS

* CURRENT PLAYLIST

SWV • I'M SO INTO YOU

SOUL II SOUL . KEEP ON MOVIN'

SAMUELLE • SO YOU LIKE WHAT YOU SEE

EN VOGUE • MY LOVIN' (NEVER GONNA GET IT)

JOHNNY GILL • RUB YOU THE RIGHT WAY

RALPH TRESVANT • SENSITIVITY

GUY • GROOVE ME

Riley / Courtesy of MCA Rec AARON HALL . DON'T BE AFRAID

BOYZ | MEN • MOTOWNPHILLY

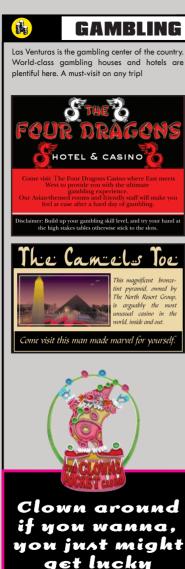
BELL BIV DEVOE • POISON

TODAY . I GOT THE FEELING

WRECKS-N-EFFECT • NEW JACK SWING

BOBBY BROWN . DON'T BE CRUEL Courtesy of MCA Records







LAS VENTURAS, SAN ANDREAS



When in Rome...play and live like Caligula

Visit Caligula's Casino and indulge vourself in our luxurious suites and the best gaming facility Las Venturas has to offer.

DISCLAIMER: If you're still a little new to the game, it'll take some time to build up the skills to play at the highroller level. Practice hand selection, while any hand can win, the smart gambler plays hands that have good odds to win. And never forget about Lady Luck. Holding onto a lucky charm like a horseshoe should help you win more often.



WRITTEN BY: DAN HOUSER AND LAZLOW PRODUCED BY: LAZLOW IMAGING VOICE, SPECIAL GUEST STAR: BILL SMITH Intros and outros voice: Barbara Fox

* CURRENT PLAYLIST

THE NEWS WITH LIANNE FORGET

LIANNE FORGET: SHARON WASHINGTON RICHARD BURNS: WIL WHEATON

THE TIGHT END ZONE DERRICK THACKERY: PETER APPEL

THE WILD TRAVELER JAMES PEDEASTON: SAM TSOUTSOUVAS

ENTERTAINING

BILLY DEXTER: PETER MARX BILLY DEXTEN: PETER MARKY
JACK HOWITZER: RANDY PERLSTEIN
TRAILER VO: JEFF BERLIN
GENERAL: RON REEVE
KIDS: MIKE, CHRIS, JAMES FERRANTE,
CHRIS SILVESTRO CHRIS SILVESTRO
LAZLOW AS HIMSELF
JENNA FORBES: LAURA BYKOWSKI
OG LOC: JONATHAN ANDERSON
CRIS FORMAGE: FRED MELAMED
DARIUS FONTAINE: DANNY BURSTEIN

MAURICE: ANDY DICK

I SAY/YOU SAY

PEYTON PHILLIPS: PAUL AMES
MARY PHILLIPS: JACKIE HOFFMAN

LONELY HEARTS SHOW

CHRISTY MACINTYRE: SARA MOON FERNANDO: FRANK CHAVEZ

AREA 53

MARVIN TRILL: BOB SEVRA

SHOPPING RESTAURANTS

ENTERTAINMEN LOGAL RADIO

HOTELS CASINOS SERVICES





Support your local team.

It pays to stay in shape and put in some time at the gym. Especially if you need to burn off last night's Burger Shot Double Barrelled. Whatever your thing is — swimming, weights, boxing, martial arts, basketball... you can get your workout fix during your stay in San Andreas.

• See Map for Gym nearest you.



HOW YOU GONNA IMPRESS WHEN YOUR ARMS ARE BUSTED? HOOK UP WITH A PERSONAL TRAINER AT THE LS GYM, YOU'LL BE RIPPED IN NO TIME. DON'T MISS OUT ON OUR WORLD-CLASS BOXING RING EITHER, SOME OF THE GREATEST PRIZE FIGHTERS IN SAN ANDREAS HAVE COME UR TRAINING HOUSE ACRE ITY.

AFTER A WORKOUT, YOU NEED TO EAT. TRY THE SALAD Options at local restaurants. They'll recover Your **Health** without packing on the pounds. If you Do binge and gain some weight, hit the treadmill













The real home of fast food, San Andreas is a Mecca for any fan of burgers, fries, wings, pizza, if it's fast and greasy, it's here and it's deluxe. If you plan on staying any amount of time in San Andreas you'll probably need to start watching what you eat or you may need to make a trip back to the mall for the next size up! Wash it all down with a tasty can of Sprunk! Available from all major fast food chains and from vending machines throughout the state.





PERSONAL GROOMING

Need a new haircut to go with a new outfit or for a special night out, or just want to impress? The San Andreas inhabitants are big on hair and pride themselves on the quality of their local barber. Reece's in Los Santos and Gay Gordo's Bouffant Boutique in San Fierro both come highly recommended.

• See Map for details.

Want to prove your undying love for a new girlfriend? Want to show your allegiance to new or old friends? Want to take home a permanent souvenir? Get a tattoo. Professional tattoo parlors can be found throughout San Andreas and are incredibly popular.







L7 • PRETEND WE'RE DEAD

SOUNDGARDEN - RUSTY CAGE

THE STONE ROSES • FOOLS GOLD

ALICE IN CHAINS . THEM BONES

STONE TEMPLE PILOTS • PLUSH

JANE'S ADDICTION • BEEN CAUGHT STEALING



RAIL SERVICE

NIGHTLIFE

HOSPITALS

MONEY

SHOPPING

GAMBLING

SPORTS

EATING OUT

PERSONAL SAFETY

RARE GROOVES

DJ: JOHNNY "THE LOVE GIANT" PARKINSON: RICKY HARRIS IMAGING VOICES, SPECIAL GUEST STARS: BIG LEZ AND GREGORY JOHNSON IMAGING PRODUCTION: PETE GUSTIN

* CURRENT PLAYUS

MACEO & THE MACKS • CROSS THE TRACKS (WE BETTER GO BACK)

HARLEM UNDERGROUND BAND • SMOKIN'
CHEEBA CHEEBA

THE CHAKACHAS • JUNGLE FEVER

BOB JAMES • NAUTILUS

BOOKER T & THE MGS • GREEN ONIONS

BOBBY BYRD • HOT PANTS

LYN COLLINS • ROCK ME AGAIN AND AGAIN

BOBBY BYRD • I KNOW YOU GOT SOUL

LYN COLLINS • THINK ABOUT IT

WAR . LOW RIDER

GLORIA JONES • TAINTED LOVE

SIR JOE QUARTERMAN & FREE SOUL • (I GOT) SO MUCH TROUBLE IN MY MIND

ROCKSTAR NORTH

Agron Garbut

Alexander Roger

Ian McOue

Alisdair Wood

Dan Houser, James Worrall, DJ Pooh

Art Director

Written by

Character Art

Technical Directors Senior Programmer

Lead Character Art

Character Art	Toks Solarin Alan Davidson Rick Stirling
Countryside Art	Scott Wilson Stuart Macdonald Michael Pirso
Lead Animator	Duncan Shields
Lead Cutscene Animator	Mondo Ghulam
Animators	Gus Braid Iwan Scheer Mark Tennant Terry Kenny
Lead Los Santos Art	Nik Taylor
Los Santos Art	James Allan Steven Mulholland Simon Little
Lead San Fierro Art	Gary McAdam
San Fierro Art	Wayland Standing Christopher Marshall
Lead Las Venturas Art	Adam Cochrane
Las Venturas Art	Andrew Soosay David Cooper Gillian Bertram
Lead Interior Art	Andy Hay
Interior Environment Art	Alan Burns C-J Dick Lee Montgomery Michael Pirso
Lead Vehicle Art	Paul Kurowski
Vehicle Art	Alan Duncan Jolyon Orme
Lead Level Design	Craig Filshie
Senior Level Design	Andrew Duthie Chris Rothwell Imran Sarwar William Mills
Lead Audio Designer	Allan Walker
Lead Music Producer	Craig Conner
Audio Designer	Jonathan McCavish Will Morton
Audio Programming	Colin Entwistle Matthew Smith
Level Design Chris McMahon Christian Cantamessa David Beddoes John Haime Judith George Kevin Bolt	Kevin Wong Neil Ferguson Paul Davis Simon Lashley Steven Taylor Keith McLeman
Programming	
Alexander Illes Andrzej Madajczyk Barane Chan Derek Payne Derek Ward Gordon Yeoman Graeme Williamson	Greg Smith James Broad John Gurney John Whyte Mark Nicholson Shaun McKillop
QA 100IS	Alex Carter
Front-end Design	Stuart Petri
QA Manager	Craig Arbuthnott
Senior Test Analyst	Neil Corbett
Lead Mission Analyst / Build Coordinator	David Watson
Lead Test Analyst	David Murdoch Neil Meikle
Standards Testing	Brenda Carey
Test Alex Paterson Alistair Gorman Barry Clark Ben Greenall	Ben McCluskey Brian Kelly Chris Wood Eugene Kuczerepa Finlay Duff Garry Reynolds

Test cont. Jim McMahon Lindsay Robertson Louis Dinan Mark McMichael Matithew Clark Matithew Clark Matithew Clark Nail Meilen Nail Meilen Oliver Elliot	Paul Green Pedro Correia Philip Holden Robyn Milne Ross Wallace Simon King Stephen Anderson Steven Douglas Sundram Soosay Thomas Phillips Tony Stewart
Test and Test Tool Support	James Whitcroft
Audio Testing	George Williamson
Studio Director	Andrew Semple
Office Administrator	Kim Gurney
Administration Support	Charlene Maguire Milly Cottam Sonya Willman Una Cruickshank
IT Manager	Lorraine Roy
IT Support	Christine Chalmers Dave Bruce

Executive Producer	Sam Houser
Producer	Dan Houser
VP of Development	Jamie King
Art Director	Alex Horton
Chief Technology Officer	Gary J. Foreman
	Jeff Rosa
Director of Quality Assurance	
Associate Producer Lead Analysts	Lee Cummings Elizabeth Satterwhite Lance Williams Richard Huie
Rockstar Test Team Brian Alcazar Brian Planer Chris Choi Christopher Plummer Devin Smither Ethan Abeles Gene Overton	Jameel Vega Mike Hong Mike Nathan Scott Peterman Sean Flaherty William Rompf Crystal Bahmaie Thomas O'Donnell Jay Capozello
Business Development Manager	Sean Macaluso
Soundtrack supervisors	Tim Sweeney Heinz Henn
Research and Analysis	Joe Howell Gregory Johnson Sanford Santacroce Nicole Whelan Ayana Osada
Executive Consultant	DJ Pooh
Consultants	Estevan Oriol, Mister Cartoon (SA Studios)
Audio directed by	Dan Houser Navid Khonsari
Cutscene Mocap directed by	Navid Khonsari Alex Horton
Voice Over Production by	Noelle Sadler
Script Supervision by	Kerry Shaw
Cutscene Supervising Sound Editor	Nicholas Montgomer
Cutscene Sound Designer	Brian Scibinico
Dialogue Edited by	Marilyn Teorey Anthony Litton
Production Department	John Zurhellen Eli Weissman Phil Poli Lyonel Tollemache Franceska Clemens
Motion Graphics	Maryam Parwana Jon Dorfman

THE CAST

ĺ	Carl "CJ" Johnson	Chris Bellard aka Young Maylay
	Sean "Sweet" Johnson	Faizon Love
	Kendl Johnson	Yo Yo
	Melvin "Big Smoke" Harris	Clifton Powell

1 45 1 111461	MC Eiht
Lance "Ryder" Wilson Jeffery "O.G. Loc" Cross	MC Eiht Ionathan Anderson
Mark "B-Dup" Wayne	The Game
Barry "Big Bear" Thorne	Big Boy
Emmet	Eugene Jeter Jr
Madd Dogg	Ice T
Cesar Vialpando	Clifton Collins, Jr.
Officer Frank Tenpenny	Samuel L. Jackson
Officer Eddie Pulaski	Chris Penn
Officer Hernandez	Armando Riesco
Catalina	Cynthia Farrell
The Truth	Peter Fonda
Jizzy B	Charlie Murphy
T-Bone Mendez	Kid Frost
Mike Toreno	James Woods
Woozie	James Yaegashi
Su Xi Mu	Richard Chang
Ran Fa Li	Hunter Platin
Zero	David Cross
Kent Paul	Danny Dyer
Maccer	Shaun Ryder
Ken Rosenberg	Bill Fichtner
Salvatore Leone	Frank Vincent
Maria Latore	Debi Mazar
Johnny Sindacco	Casey Siemaszko
Jimmy Silverman	Gary Yudman
Bettina	Noelle Sadler
Jethro	John Zurhellen
Dwaine	Navid Khonsari
Millie Perkins	Orfeh
Barbara Schternvart	Danielle Lee Greaves
Denise Robinson	Heather Alicia Simms
Michelle Cannes	Vanessa Aspillaga
Helena Wankstein	Bijou Phillips
Katie Zhan	China Chow

GANGSTER VOICES

A da Business Vincent Lomax Gregory Johnson Ricky Harris Donnie Anderson Michael Ralph Darreck Burns Derrick Edmond CS Lee Hoon Lee Jackson Loo Nick Bosco Jinn S. Kim Derek Basco Kenneth Choi David Shih Victor Lirio Hanson Tse

Chris Tardio
Wass Stevens
Paul Cicero
Rocco Sisto
Lou Martini, Jr.
Adrian Guzman
(aka Transcend)
David Lonez Jorge Gaeta Jesse Gaeta Jonathan Czolba Enrique Almeida Elijah Blue Molina (aka Scoop Deville) Christopher Rios Carlos Duarte Thomas W. David Lopez Jesse Perez Jesus Flores (aka Oppose Da Silence) Jose Martinez Schrader Schrader Horacio Romero Bigg Giant (Boo -Yaa T.R.I.B.E) Mr. Ko-Bra (Boo -Yaa T.R.I.B.E) Leonardo Tejeda Noel Gugliemi Frank Araiza (aka MC Pancho) Ray Cruz Danny Ortiz Timothy Huang

PEDESTRIAN VOICES

Abby Grossberg Adam G Adam Sietz Al Thompson Chris Carro Chris Choi Chris Lucas Christine Chalmers Aldis Hodge Alexandra Ortiz Alexis Camins Christopher Plummer Clem Cheung Columbus Short Alexis Camins Alice Liu Alonzo Williams Andrea Kessler Angelo Perez Daniel Einzig Daniel Larlham Daniel Lee Anna Curtis Anouchka Benson Anthony Carvalho Daniel Whitner Dave Isaacs David Coburn Antonio Charity Armando Riesco Asa Sommers David Lassiter David Shatraw Dawn Jamieson Aviva Yael Ayana Osada Ben Wang Benjamin Davis Betty Ouyang Bill Buell Dennis Ostermaier Don Nahaku Donna Cross Donna Zanjanian Duane Shepard Duncan Sheilds Billy Griffith Brad Abrell Brandi Chaney-Ed Seamon Edwin Hodge Elaina Erika Davis Giles Brenda Carey Elizabeth Satterwhite Erik Weiner Brian Alcaza Brian Scibinico Cara Cooper Carlos Carrasco Ethan Abeles Evelyn Page Franceska Carmelo Gaeta Carolyn Lawson Clemens Frank Nitty Frank Simms Casey Siemaszko Catherine Kung Celina Linley Chad Doreck Fred Berman Gary Yudman Geoffrey Arend

Charlene Carabeo

Geoffrey Cantor

Gil Silverbird Gisele Richardso Gordana Rashovich Rashovich Gregg Sanderson Gustavo Rex Henry Yuk Holly Lewis Isabella Donato Ivelka Reyes Ivor Williams Jack Luceno Jackson Ning Jama Williamsor Jameel Vega James Kennedy James Murray Jackson Jamil Smith Jane Hall Janora McDuffie Jason Alan Smith Jay Capozello Jayson Gladstone Jeff Gurner Jerry Diner Jesse Lenat Jessica Lugo Joe Abbate Joe Abbate
Joe Holt
Joe Lotruglio
John Zurhellen
Jordi Caballero
Jordin Rudermai
Judith Roberts Julie J. Hafner Kathy Rossetter KC Ramsey

Keith Smith

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CAST

RADIO

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PEDESTRIAN VOICES CONT.

Ken Foree Kenn Michael Kerry Shaw Kevin Mambo Kevin Wong Kinley Doucette Kim Gurney Lance Williams Lee Rosen Lee Wong Lenny Grossi Lindsay Robertson Lloyd Floyd Lorraine Roy Mamie~Louise Anderson Marc Nesbitt Marchand Odette Marcia Savella Marcus Ho Marge Redmond Marina Pincus Mark Casella Mary Alexandra Matt Eyde Matt Helgeson Matthew Ballard Matthew Pozzi Melania Hal Mella Fazzoli Messeret Stroman Michael Goz Michael Nathar Michael Winelow Mike Hong

Millicent Cho Sami Sargent Monique Lea Nashawn Kearse Sara Tanaka Sarah Sido Scott Peterman Sean Eden Natalie Belcon Neil Meikle Sean Flaherty Shawn Currar Nicholas Montgomery Nicole Whelar Sonya Walger Nika Futterman Nina Siemaszko Noelle Sadler Sonya Willman Stanton Sarjean Steve Cirbus Steve Knezevich Stevie Ray Oliver Wyman Omar Scroggins Oswald Greene Dallimore Pat Neshitt Sue Jean Kim Susan Spano Ted Koch Boyington Paymon Bahadoran Phil Mikkelson Tom Sminkey Tom Vergow Tom Zurhellen Philip Cruise Phillip Jeanmarie Raynor Scheine Tommy Koenig Tony Romero Toru Ohno Rich Rosado Toy Connor Tyler Bunch Ursula Abbott Richard Huje Rick Negron Robert Jason Valyn Hall Jackson Robin Milne Vanese Smith Vernee Watson Rodd Houston Rodrick Covington Johnson Victor Verhaeah Vincenetta Gunr Ron Nakahara Wai Ching Ho Roy Woo Wilhelm Lewis Roy Woo Yavier Cadea Ruth Livier Ruth Zhang Ryan Rayhill

COMMERCIAL VOICES CONT. John Zurhellen Ion Dorfman Jon Galloway Jonathan Cannor Ionathan Hanst Jordan Rudermai Joseph Morton Julian Graham Kelly Ryerson Kan Fores Kenneth Choi Keren Sigelman Kyle McCulloch Laura Bykowski Lazlow Lenny Grossi Lily Tillers Madena Parwana

Marchand Odette Maryam Parwana Matt Evde Matt Helgeson Megan Cottone Mike Blakeney Mike Dillenberge Mike O'Brien Nancy Mitchell Natalie Relcon Navid Khonsari Neal Johnston Nika Futterman Nina Siemaszko

Noelle Sadler

Patricia Foxy

Pete Gustin Rob Floyd Rob Rush Ron Reeve Ryan Iverson Sean Lynch Shelley Miller Sonya Walger Steve Knezevich Tim O'donnell Tom Glynn Ursula Abbott Vanese Smith Weazel Will Rompf

Patrick Olsen

Radio Commercial Singers	Jodi Brownlea, Raff, Andrew Ness, Dana Dickson
Jingles Produced by	Craig Conner
Casting by	Judy Henderson & Associates Donna Deseta Casting Jaki Brown & Associates
Theme music written and	produced by Michael Hunter for

Pablo Productions, All audio recorded at Rockstar Games New York; Rockstar North, Edinburgh; Radio Lazlow, Long Island: Juice, LA: Digit, New York and Grand Central, London

RADIO STATION CALLERS

Sam Reich

Radio commercials, DJ banter and Imaging written by Dan Houser

and Lazlow. Lustrous written and produced by DJ Pooh.

Dan Lunnie Dave Itzkof Emmanuel Goldstein Lisa Bleyaert Juan Aller Peter Fondo Jamie Canfield Bernie\$ Harlan Friedman Nick Mandelos Mark DeLaBarre Jeremy Wheaton Reed Tucker Kevin Mitnick Guy Montag Jason Chillemi Moneen Daley Harte Joseph Casalino Sam Whitmore Brian Oake Lonny Ross Karen Saltus Ray Childs Michael Rothstein Bret Saunders Alex

Anthony Mike Nordquist Aaron Bleyaert

Patton Oswalt Geoff Clark Nick Born

Jeremy Wheaton Matt Hanrahan

J.D. Leeds

Mike Pere

Mikka Orenstein

layme Thomas Carolyn J Robbins Tim Gnatek Dave Ross Lunnie Charlie Murphy LeeAnn Curtis David Cross Vanese Smith Big Al Staggs Terrie Staggs Frank Chavez Shannon "Too Much Coffee Man" Wheeler PurplePam.com Chris Rubino Terry Gnatek Jack Harte Melinda Manalo Melissa Ordway Alfonso "Funzy" Bianco Nicole Sadler Mike Vaughn Roey Hershkovitz Cecelio Pleva Josh Bitney Sarah Tiefenthale Cameo Carlson Russ Mottla Anthony Carvalho Garrin Atwell Kendall Pittman Jill Jones Bonnie Tappe

Stewart Severin Roberts Freda McFarlane Clifton Powell Gregg Opie Hughes Anthony Cumia Keith Broadus Tawn Mastery Susan Lewis Michael Nathan Kerry Shaw Jay Crutcher Anthony Parziale Bob Sevra Karin Bykowski Alex Anthony Michael Amory Jennifer Kolbe Lucien Jones Wil Wheaton Ben Whitmore Micah Stroud Paul Maloney Sherry

Natalya Wilson Elliot Torres Gene Overton

MOTION CAPTURE

Lindsay King Eddie Goines Nicole Alifante Billy Griffith Mustafa Shakii Jeffrey C. Hawkins Wisneski M. Russell Ephraim Benton Chris Tardio Foreman Jonathan Andersor Reza Garakani Sophing Brown Galagarza Kiki Goins David Anzuelo Andrew Dowdey Av Berkovitz Wilhelm Lewis Blake Remer Darren Lenz Omar Soriano Calvin Wilds Daniel Larlham Danny Johnson Mtume Gant Danny Chanis Elena Goode Ford Harris Jose Hernandez, J William McCal Cable Frazie Heather Catania Chandler Parker David Zavas Jay Zaretsky Jaymie Wisneski Frederick Owens David Reed Jayson Gladstone Jeremy Schaller Charles Loflin Flora Diaz kr3t's dance Kurt Phoade Jesse Denes Jonathan Kurt Julia Tcharfas James Yaegash Gilbert Cruz Maria Ramos Loose Cannon Elliot Joseph

Choreographer	Violeta Galagarza
Casting by	Bernard Telsey Casting
Motion Capture Recorded at	Perspective Studios
Facial Tracking & Animation	Image Metrics PLC
Motion Capture Coordinator	Manny Siviero

ADDITIONAL VOICES ON NEWS RADIO

Ice T, Jay Capozello, The Game, Sanford Santacroce. Eli Weissman. Devin Rennett Devin Winterhottom Lucien Jones Andrea Rozzuku Stanton Sarjeant, Shaun Ryder, Clifton Powell, Marc Nesbitt, Celina Linley, Mayumi Kobayashi, Josh Clark, Randy Pearlstein, Tim Sweeney, Ethan Ables, Johnny Mac McFarlane, Carmelo Gaeta, Laura Bykowski

Marty Wohlgemuth

Thomas Sabatini Colin Blake

Kara Ferrante Noli McCool Hank

Marshall Cook

RADIO COMMERCIAL VOICES

Addai Borden Alana Silvestra Aldis Hodge Alex Anthony Amy Struck Andrew Griffith Anna Curtis Anouchka Benson Anthony Carvalho Antonio Charity Ari Forman Ashley Whelin Ayana Osada Ben Davis Ben Krech Ben Moran

Beth Cameror

Bill Smith Brian Thoma Caron Banez Cat Davis Chad Doreck Chelle Barnwel Chris Ferrante Chris Silvestro Corey Wade Craig Metzger Dan Houser Daniel Larlham Danny Burstein Dave Ryan David Shatraw Derek Bosco Ed McMann Eddie Webb

Elliot Torres Eric Ludwia Evan Dorfman Franceska Clemens Fred Melamed Gisele Richardson Gustavo Rex Hillary Cannon Jaime Perlman James Ferrante Jason Allan Smith Jauretsi Saizarbitoria Jeff Berlin Jen Sweeney Jenora MacDuffie Jerry Diner Iodie Shawback

Mary Zielinski Molly Byrnes Mondo Ghulam Quindell Willis Ryan Minnaugh Tara K. Spence Taron Benson Tiombe Lockhart Wyatt Knaster Ana Maria Lupo Mario Godoi Tara Padeliffe Rodney Williams Kiavik Mahon company: Yoshito Mizutan Julio Samuel Heredia Jocelyn Rivera Kareem L. Bunton Kerry Shaw

MODELS

Danny Martinez George "Tone Bart Larson Eduardo Meza Frank Alvarez Kattia M. Ortiz Carrie Simmons Casey Adler Da Vinci Jody Terrell Kenneth Morri David Parry DJ Rabiola Escobar Luis Moncada Lashelle Danee anders Fliot Lee Haze Michael "Shagg Marvin C Watkins, Jr Gabby Tary Watkins Sr. Gina Diaz aka "DI Tribe" | Wei Lai | Wer Damnit Roy Garcia, Jr. Trina Vela Michael "Mykestro" Joel Huggins Leona Babette Lester Roque Anthony Washington Briggette Brooks Gilliam Johnny Angel Carlos Ayala DC Vela Liz Ard Chris "Maylay Betty Sze Rodney Williams Shamika Shirley Vanessa Christel Vylette Fagerholm Bellard Darius Henderson Wayne Rambharose Armando "Wolf" aka "Black" Silvia Mayo Tony Rushing Derrick Edmond Garcia Armando Cantina Derrick Ford Walter "Oowee Donnie Anderson Tucker

MODELS CONT.

Billy Griffith Bruce Ho Cheng-Nan Cher Chris Choi Chris Plumr Daniel Lee Dave Kim Diego P. Chen Enhraim Rentor

Futaba Hayashi Michael Lew Gerri Igrashi Harvey Fung Mike Hong Rain Noe lackson Nine Renaud Sebbane Jaz Andersor Jo Yang Rich Huie Roberto loe LaRue Melendez Kathy Chan Lance Williams Scott Peterman Steve Knezevich Liliana Chen Sueane Mun Mark Azarcor Mayumi Kobayashi

Photographers

Will Blochinger Dediora lutaz / Quad Photo Daria Hines and Evan Ross

Stylists

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Terry Donovar Jenefer Gross lennifer Kolhe Jeff Castaneda Adam Tedman Laura Paterson Winterbotton Niiiko Walker Lucien King Andrea Borzuku Jordan Chew Hosi Simon Paul Yeates Gauri Khindaria

Dave Kim Anthony Carvalle Daniel Finzia Nick Giovannetti Stanton Sarieant Chris Carro Marlene Devin Bennet Rvan Ravhill Yamaauchi Mike Cala Harry Allen Michael Paul Nicholls Carnevale Susan Lewis Robert Botsford Larry Conti Brian Noto Alice Chuana Rob Fleischer Futaba Hayashi Bill Linn Jake King Mayumi Kobayashi Vanese Smith Richard Kruge John Schuhmann Mike Torok

Rill Woods Cover art

Steven Olds Stephen Rlies Anthony Machair

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CEO	Thomas Williamson
СТО	Michael Owen
Programming	Tom DiCesare
	James Halen
	Juan Campa
Artist	Morgan Hughes
QA Manager	Vince Mohan
Test Team	Kristin Samuel
	Christopher Marchini
	Abner Williamson

THANKS TO

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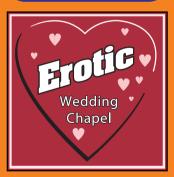
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